

**AGREEMENT BETWEEN ALACHUA COUNTY AND CITY OF GAINESVILLE  
FOR AGE BASED FARE FREE TRANSIT PILOT**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of September, 2021, by and between the City of Gainesville, Florida, a municipal corporation of the State of Florida, by and through its City Commission (CITY), and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), concerning the provision by the City of transit services:

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CITY wish to provide unlimited access to Transit Services for person aged 18 years and under; and,

**WHEREAS**, the COUNTY and the CITY wish to provide unlimited access to Transit Services for person aged 65 years and over; and,

**WHEREAS**, the COUNTY and the CITY support the use of the Regional Transit System in lieu of community members operating single-occupant vehicles; and

**WHEREAS**, the CITY operates a transit system capable of providing the desired service.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the CITY and COUNTY do hereby agree:

**ARTICLE I – PURPOSE**

1. It is the purpose and intent of this Agreement to define the terms and conditions of the COUNTY's provision of financial support for the Regional Transit System services for the pilot program to provide age based fare free transit.

**ARTICLE II - COUNTY OBLIGATIONS**

2. The COUNTY agrees to pay to the CITY the total fixed-fee amount of \$115,000.00 during the period of October 1, 2021 through September 30, 2022 (FY22) for the age based fare free transit pilot program as outlined in Exhibit A, , regardless of the number of individual trips documented by the Regional Transit System.

3. Payments by the COUNTY to the CITY shall be made in equal quarterly amounts of \$28,750.00 for the period beginning October 1, 2021, through September 30, 2022 (FY22).

4. The COUNTY agrees to pay invoices within the time period after receipt of invoice as enumerated in Sections 218.70 – 218.80, Florida Statutes. Any disputed invoice must be brought to the attention of the City official named below within ten days of receipt of such invoice, as specified in Section 218.76, Florida Statutes. Failure to act within the statutory time frame will waive any extension of the statutory payment period.

5. If funds generated by taxes levied pursuant to Section 336.021(1)(a), Florida Statutes (ninth-cent fuel tax), are not available to finance this agreement, the COUNTY may terminate the

Agreement with no less than twenty-four hour notice in writing to the CITY. The COUNTY will be the final authority as to the availability of funds.

### **ARTICLE III - CITY OBLIGATIONS**

6. The CITY agrees to provide bus service in accordance with the specifications of the age based fare free transit pilot program as outlined in Exhibit A for the period of time commencing October 1, 2021 through September 30, 2022 (FY22). Exhibit A contains estimated ridership, but the CITY agrees to provide such services for all of FY22 regardless of the number of individual trips documented by the Regional Transit System.

7. The CITY shall invoice the County quarterly by the last day of January, April, July and October for the quarters ending December, March, June and September for the services identified in paragraph 6, above, and shall include with each invoice a "Ridership Report by age, 18 and under, and over 65 years old". The County shall have the right to examine the City's records pertaining to the Regional Transit System.

8. The CITY will allow the specified age groups to have unlimited access to transit when they show the appropriate identification, except that pre-paid, unlimited access is not valid on special service routes, including Gator Aider, sports event shuttles, and routes that do not have published timetables or schedules.

### **ARTICLE IV - TERM OF AGREEMENT**

9. This Agreement shall become effective on October 1, 2021 and shall remain in effect until September 30, 2022.

### **ARTICLE V - MISCELLANEOUS**

10. Point of Contact. The day-to-day dealings between the County and the City shall be between the County Manager for the County, and the City Manager for the City.

11. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person or sent by certified, return, receipt requested, United States Mail as follows:

As to the CITY:            Lee Feldman, City Manager  
                                    City of Gainesville  
                                    P.O. Box 490, Station 6  
                                    Gainesville, FL 32627

Jesus Gomez, Transit Director  
City of Gainesville  
P.O. Box 490, Station 5  
Gainesville, FL 32627

As to the COUNTY:        Michele Lieberman  
                                    County Manager

P.O. Box 5547  
Gainesville, Florida 32627-5547

Chris Dawson  
Transportation Planning Manager  
10 SW 2nd Ave  
Gainesville, FL 32601

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice.

12. Default. If either party fails to keep and perform any covenant in this Agreement, the other party, after giving the defaulting party notice of the default and 30 days to correct the default, and the default remains uncorrected, may terminate this Agreement.

13. Independence of Parties. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the COUNTY as an Agent or Representative of the CITY for any purpose whatsoever.

14. Indemnification. The COUNTY and the CITY, as political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

15. Self-Insurance. The COUNTY and the CITY, represent that they are each self-funded for insurance in accordance with Section 768.28, Florida Statutes.

16. Waiver. The failure of either party, at any time, to require performance of any provision hereof shall in no way affect the right of said party thereafter to enforce same. Nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17. Venue. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the 8<sup>th</sup> Judicial Circuit of the State of Florida and Agreement will be interpreted according to the laws of the State of Florida.

18. Severability. In the event that any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the remaining provisions shall not be affected and shall remain in full force and effect.

19. Entire Contract. This Agreement constitutes the entire agreement and understanding between the parties and incorporates and includes all prior negotiations, correspondence,

conversations, agreements, or understandings applicable to Age Based Fare Free Service as contained herein and that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The parties acknowledge that they have, contemporaneously with this Agreement, entered into an agreement for Base Level and Route 75 Service, and that the Based Level and Route 75 Service agreement is not the subject of this Agreement and constitutes a separate and distinct contract. The parties acknowledge that this Agreement was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and the Agreement shall be terminated as provided herein. This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written.

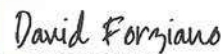
ATTEST:

  
\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

ALACHUA COUNTY, FLORIDA  
Board of County Commissioners

By:   
\_\_\_\_\_  
Ken Cornell, Chair

APPROVED AS TO FORM:

DocuSigned by:  
  
\_\_\_\_\_  
70E5E81DBE1E4D3...  
Alachua County Attorney's Office

CITY OF GAINESVILLE

By:   
\_\_\_\_\_  
Lee R. Feldman, City Manager

Oct 7, 2021

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
[David C. Schwartz \(Oct 7, 2021 11:32 EDT\)](#)  
Gainesville City Attorney's Office

## Exhibit A

**FY22 Age Based Unlimited Access Program**

| Age Group              | Total Revenue        | Passenger Trips | Cost/Trip      |
|------------------------|----------------------|-----------------|----------------|
| 18 years old and Under | \$ 130,000.00        | 346,667         | \$0.375        |
| 65 years old and Older | \$ 100,000.00        | 266,667         | \$0.375        |
| <b>Total</b>           | <b>\$ 230,000.00</b> | <b>613,334</b>  | <b>\$0.375</b> |

**Notes:**

Revenue adjustment if Cost/Trip is lower than \$.375/trip

Government ID required

Valid for Regular Service Only (Does not apply for Special services such as Gator Aider)

**Adjustment based on Cost/Trip (SAMPLE)**

| Revenue                | Total Revenue        | Ridership      | Cost/Trip      | Revenue Adjustment   |
|------------------------|----------------------|----------------|----------------|----------------------|
| 18 years old and Under | \$ 130,000.00        | 400,000        | \$ 0.33        | \$ 149,999.84        |
| 65 years old and Older | \$ 100,000.00        | 250,000        | \$ 0.40        | \$ 93,749.90         |
| <b>\$ -</b>            | <b>\$ 230,000.00</b> | <b>650,000</b> | <b>\$ 0.35</b> | <b>\$ 243,749.74</b> |